



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at Eight Locations during Fiscal Year 2009-2010 (\$335,400)

MEETING DATE: June 3, 2009

PREPARED BY: Interim Parks and Recreation Director

RECOMMENDED ACTION: Adopt resolution approving contract with Lodi Unified School District to provide after school staff support for the Bridge program at eight locations during fiscal year 2009-2010 (\$335,400).

BACKGROUND INFORMATION: The Parks and Recreation Department and Lodi Unified School District have negotiated an agreement for the City to operate the Bridge programs at Beckman, Borchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, and Washington Elementary Schools for Fiscal Year 2009-10. The District is the grantee and the City of Lodi will be the sub-recipient of the grant funding through the California Department of Education.

In order to provide the recreational component required by Bridge1 grant standards, the District has entered into agreements with participating community-based organizations of which the City of Lodi Parks and Recreation Department is one. Other participating community-based organizations are the City of Stockton Parks and Recreation Department and the Lodi Boys and Girls Club. Each of these organizations will provide staff and supervision for their respective sites. Costs to provide the aforementioned services will be reimbursed to the participating community-based organizations by the District as the programs' designated fiscal agent as per the Agreement.

This contract went before the Lodi Unified School District Board for approval on June 2, 2009.

FISCAL IMPACT: The terms of the agreement include estimated revenues to the City of Lodi Parks and Recreation Department of \$335,440. These revenues will be received on a reimbursement basis (as costs are incurred by the City the District will reimburse the City). Therefore, the programs would be operated on a no-cost basis (there will be no General Fund contribution for the operation of these programs).

James M. Rodems
Interim Parks and Recreation Director

JR:tl
cc: City Attorney

APPROVED:
Blair King, City Manager

LODI UNIFIED SCHOOL DISTRICT
Division of Business Services
SERVICES AGREEMENT

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Lodi Parks and Recreation Department hereinafter called the Contractor. Contractor shall provide the following services; in coordination with the District to plan a program through a collaborative process that includes parents, youth, and representatives of participating public school sites, government agencies (e.g., parks & recreation departments), local law enforcement, community organizations, and the private sector. This contract will be entered into to provide support for education in a safe, constructive environment offering academic and enrichment components to assist the District in significantly increasing student performance and eliminating the achievement gap at Beckman, Borchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, and Washington.

The services shall begin on July 20, 2009 and be completed hy May 31, 2010

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a progress payment every 30 days, upon prior receipt and approval of a work completion statement:

§ Not to Exceed \$335,440.00

Funding/Account Code: 01.6010.0.1110.1001.5800.942.6412

Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work. Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils. pursuant to this Agreement. Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement. and designate to which sites they will be assigned. Failure to comply with this law may result in, or District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind person or property arising from the acts, omissions or negligence of Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

Independent Contractor

Signature: _____
Date: _____
Address: Blair King, City Manager
125 N. Stockton St., Lodi, CA 95240
Phone: 209.333.6742

District

Requested by: Unit 4 5/8/09 (Date)
School Site: Bridge Program (AS&S) (Date)
Authorized by: _____ (Date)
Approved by: _____ (Date)
Chief Business Officer
Date of Board Ratification: _____

THIS CONTRACT IS NOT VALID UNTIL RATIFIED BY THE BOARD OF TRUSTEES

rev. 7/20/07

Approved as to form

City Attorney

1:20 will be maintained. If staff stay pass 6pm, they are to leave early the next day as per Neil

LUSD		2009	2010	Proposed	Budget	
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Beckman	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
Total					\$41,930	\$5,300.00

Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Borchardt	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
Total					\$41,930	\$5,300.00

Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Nichols	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin. Sec	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
					\$41,930	\$5,300.00

Fall/Winter Kids Leave Early,
Staff stay late/Leave Early next day, and staff now for 80.

Extra cost P&R

1:20 will be maintained. If staff stay pass 6pm, they are to leave early the next day as per Neil.

Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Heritage	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin. Sec	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
	Supplies			\$1,600		
Total				\$41,930	\$5,300.00	
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Woodbridge	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin. Sec	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
	Supplies			\$1,600		
Total				\$41,930	\$5,300.00	
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Needham	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
	Supplies			\$1,600		
Total				\$41,930	\$5,300.00	

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Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Lawrence	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
					\$41,930	\$5,300.00
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Washington	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
Total					\$41,930	\$5,300.00
					Site Totals	In kind match
Total					\$335,440	\$42,400.00

Fall/Winter Kids Leave Early,
Staff stay late/Leave Early next day, and staff now for 80.

RESOLUTION NO. 2009-71

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT BETWEEN LODI UNIFIED SCHOOL
DISTRICT AND THE CITY OF LODI TO PROVIDE THE
BRIDGE PROGRAM AT EIGHT LOCATIONS DURING
FISCAL YEAR 2009-10

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract between Lodi Unified School District and the City of Lodi to provide after school staff support for the Bridge Program at eight locations during fiscal year 2009-10, in an amount not to exceed \$335,440.

Dated: June 3, 2009

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I hereby certify that Resolution No. 2009-71 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, Mounce,
and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk